

<b>SOLICITATION/CONTRACT</b>				REQUISITION NUMBER		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF	
BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27. Control, POC Name: gan/04 1302				N66604-3335-1AQ6				DO-C9E		17	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. SOLICITATION NUMBER		5. SOLICITATION TYPE		6. SOLICITATION ISSUE DATE			
				N66604-04-R-1302		<input type="checkbox"/> SEALED BIDS (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		2004 JAN 29			
7. ISSUED BY				CODE		8. THIS ACQUISITION IS					
Commercial Acquisition Department, Building 11 Naval Undersea Warfare Center Division, Newport Code 5913, Simonpietri Drive Newport, RI 02841-1708				N66604		<input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <b>100%</b> FOR <input type="checkbox"/> SMALL BUSINESS		<input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS & LABOR SURPLUS AREA CONCERNS <input checked="" type="checkbox"/> OTHER: Sole Source			
nickersonga@npt.nuwc.navy.mil				NO COLLECT CALLS		NAICS CODE 334511		SIZE STANDARD 750 Employees			
9. <b>SOLICITATION:</b> SEALED OFFERS IN ORIGINAL AND <b>2</b> COPIES WILL BE RECEIVED BY THE ISSUING OFFICE IDENTIFIED IN BLOCK 7, UNTIL 2:00 P.M. (LOCAL TIME ZONE) ON <b>2004 MAR 01</b> . LATE OFFERS ARE SUBJECT TO LATE BID OR PROPOSAL PROVISIONS INCORPORATED HEREIN. ALL OFFERS ARE SUBJECT TO SUCH PROVISIONS, REPRESENTATIONS, CERTIFICATIONS AND SPECIFICATIONS AS ARE ATTACHED OR INCORPORATED BY REFERENCE. <b>SEE PROVISION L1 or L2 FOR SPECIFIC INSTRUCTIONS.</b>											
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)											
<input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES    Convert HLF-1A Transducer											
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE. THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTANT CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.						12. ADMINISTERED BY					
						CODE					
13. CONTRACTOR OFFEROR CODE						PAS#					
FACILITY CODE						SCD					
TELEPHONE NO.						DUNS NO.					
CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER						SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK: <b>14</b>					
15. PROMPT PAY DISCOUNT						16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION					
						<input checked="" type="checkbox"/> 10 U.S.C. 2304 (C) <input type="checkbox"/> 41 U.S.C. 253 (C)					
17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES				19. QUANTITY		20. UNIT		21. UNIT PRICE	
										22. AMOUNT	
		(SEE PAGE 2)									
23. ACCOUNTING AND APPROPRIATION DATA										24. TOTAL AWARD AMOUNT (FOR GOVT. USE ONLY)	
25. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>3</b> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <b>ALL ITEMS</b>					
27. SIGNATURE OF OFFEROR/CONTRACTOR						28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
NAME AND TITLE OF SIGNER (TYPE OR PRINT)						NAME OF CONTRACTING OFFICER					
DATE SIGNED						DATE SIGNED					

NO RESPONSE FOR REASONS CHECKED			
	CANNOT COMPLY WITH SPECIFICATIONS		CANNOT MEET DELIVERY REQUIREMENT
	UNABLE TO IDENTIFY ITEM(S)		DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
	OTHER (Specify)		
	WE DO	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED	
NAME AND ADDRESS OF FIRM (Include Zip Code)		SIGNATURE	
		TYPE OR PRINT NAME AND TITLE OF SIGNER	

FROM:

AFFIX  
STAMP  
HERE

TO: **Commercial Acquisition Department, Building 11**  
**Naval Undersea Warfare Center Division, Newport**  
**Code 5913, Simonpietri Drive**  
**Newport, RI 02841-1708**

SOLICITATION NO. N66604-04-R-1302  
DATE AND LOCAL TIME 2004 MAR 01, 2:00 P.M.

**SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS****B10 SUPPLIES/SERVICES AND PRICES - FFP**

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>U/PRICE</u>	<u>AMOUNT</u>
0001	Convert HLF-1A transducer to HLF-1E configuration in accordance with contractor proprietary drawings	1	JO	\$ _____	\$ _____

Offerors shall complete the unit price and amount blocks.

**SECTION C DESCRIPTION / SPECIFICATIONS/WORK STATEMENT****C11 STATEMENT OF WORK**

SERVICES are to be performed in accordance with the Statement of Work, Attachment #1.

**C25 ACCESS TO GOVERNMENT SITE (OCT 2003)**

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Safety and Occupational Health Information for Contractors and Visitors" prior to commencing performance at any NUWCDIVNPT site. Contact Code 552 at 401-832-3534 or 5890 in Newport, RI.

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWCDIVNPT site. This document is available at <http://www.npt.nuwc.navy.mil/pao/envpolicy.htm>.

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet.

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

**D11 PRESERVATION, PACKAGING, PACKING AND MARKING (SEP 2001)**

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: *(from DD Form 1447 Block 2 or DD Form 1155 Block 1)*

ORDER NUMBER (if an Indefinite Delivery contract): *(from DD Form 1155 Block 2)*

REQUISITION NUMBER: *(from DD Form 1447, except for orders use DD Form 1155 Block 4)*

MARK FOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Code

\_\_\_\_\_  
Telephone No.

**SECTION E INSPECTION AND ACCEPTANCE**

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.246-2	INSPECTION OF SUPPLIES - FIXED PRICE	(AUG 1996)
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	(AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(APR 1984)
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	(MAR 2003)

**E11 INSPECTION AND ACCEPTANCE AT ORIGIN (HARDWARE) (AUG 1999)**

(a) Inspection and acceptance of the supplies to be furnished hereunder shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: \_\_\_\_ (as designated in K15-6, "Place of Performance").

(b) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, paragraph (i)(2). The contractor shall notify the Government representative cited in para. (a) above as follows:

- (1) CLINs/SCLINS: All
- (2) Period of Advance Notice: 15 working days
- (3) Method of Advance Notice: In Writing

(c) If the contract also provides for Government procurement quality assurance actions at source, the place or places designated for such actions may not be changed without authorization of the Contracting Officer.

**SECTION F DELIVERIES OR PERFORMANCE**

The following contract clauses are hereby incorporated by reference:

52.242-15	STOP-WORK ORDER	(AUG 1989)
52.242-17	GOVERNMENT DELAY OF WORK	(APR 1984)
52.247-34	F.O.B. DESTINATION	(NOV 1991)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	(JUN 2003)

**F21 COMPLETION DATE**

Services to be furnished hereunder shall be performed and completed ten (10) months after award. .

**F30 PLACE OF PERFORMANCE (SEP 2001)**

(a) Work will be performed at the Contractor's facility or other locations, as required by the statement of work. For indefinite delivery type contracts, the individual orders may specify locations where work shall be performed.

These sites are likely to include, but are not limited to the following locations: Rochester, NY and NUWCDET Lake Seneca, Geneva, NY.

(b) Sea travel and work aboard Government warships or vessels may be required. The Contractor must obtain boarding authorization from the Commanding Officer prior to boarding any U.S. Naval warship or vessel.

(c) The Contractor is responsible for making all needed arrangements for its personnel. This includes but is not limited to travel reservations, medical examinations, immunization, passports, visas, and security clearances.

(d) Travel outside the continental United States may be required; see Section I for clauses relating to overseas travel.

**F18 DELIVERY AT DESTINATION (AUG 1999)**

The article to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247.34), to the following address:

Naval Undersea Warfare Center Detachment Seneca Lake  
50 Main Street  
P.O. Box 218  
Dresden NY 14441

**SECTION G CONTRACT ADMINISTRATION DATA****G10 CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2001)**

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(d) The Government reserves the right to administratively transfer authority over this contract from the individual named below to another Contracting Officer at any time.

(e) (For Indefinite Delivery contracts only) Ordering Officers are Contracting Officers of the Naval Undersea Warfare Center Division, Newport. However, their authority extends only to the order that they sign.

(f) The address and telephone number of the Contracting Officer is:

**Name:** Geraldine Nickerson  
**Address:** Commercial Acquisition Department, Building 11  
Naval Undersea Warfare Center Division, Newport  
Code 5913  
Simonpietri Drive  
Newport, RI 02841-1708  
**Telephone:** Commercial: 401-832- 1638 ; DSN: 920-1638  
**Email:** nickersonga@npt.nuwc.navy.mil

**G11 CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)**

(a) The cognizant Administrative Contracting Office for this contract is identified in Block 12 on page one of this contract.

(b) **PCO RETAINED FUNCTIONS.** The Procuring Contracting Officer (PCO) retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the Contract Administration Plan or Contract Administration Master Plan, as applicable, Attachment #4.

- (3) Conduct post-award orientation conferences.
- (40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.
- (44) Perform engineering analyses of contractor cost proposals.
- (45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

- (46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.
- (47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **ACO DELEGATED FUNCTIONS.** The Administrative Contracting Officer (ACO) is delegated the following functions:

- (1) All other functions of FAR 42.302(a) *except* (3), (40), (44), (45), (46), and (47).
- (2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the PCO address (Attn: Code 5912 -- CLOSEOUT)
- (3) The function of FAR 42.302(b)(6).

(d) If the ACO identifies a contract administration problem, the remedy for which is not covered by the above, the ACO shall request the PCO to delegate additional functions as necessary. The PCO may delegate authority by letter.

#### **G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE**

The Paying Office will mail payments to:

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\* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

#### **SECTION H SPECIAL CONTRACT REQUIREMENTS**

##### **.H61 GOVERNMENT FURNISHED PROPERTY (GFP) (SEP 2001)**

(a) The Government shall furnish Government property to the Contractor for use in connection with this contract.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in Attachment 6, entitled, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: **Contractor's site.**

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after contract award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available for use on individual orders. All other material required for the performance of this contract shall be furnished by the Contractor. GFP furnished under this contract is for use exclusively under this contract unless specified otherwise in writing by the Contracting Officer.

(c) All Government Property furnished under this contract shall be returned to NUWCDIVNPT at the completion of the contract unless otherwise specified. The Contractor shall immediately advise the Contracting Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

**SECTION I CONTRACT CLAUSES**

The following contract clauses are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	(DEC 2001)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(JUL 1995)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUL 1995)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2003)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	(MAR 1999)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(AUG 2000)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	(APR 1992)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(MAR 2000)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	(DEC 1991)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUL 1995)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	(NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	(MAR 1998)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	(SEP 1990)
52.215-2	AUDIT AND RECORDS-NEGOTIATION	(JUN 1999)
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 1997)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2000)
52.222-3	CONVICT LABOR	(JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	(SEP 2000)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(FEB 1999)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	(DEC 2001)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	(MAY 1995)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	(FEB 2003)
252.225-7031	SECONDARY ARAB BYCOTT OF ISRAEL	(JUN 1992)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES--DOD CONTRACTS	(SEP 2001)

252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	(JUN 1995)
52.229-4	FEDERAL, STATE, AND LOCAL TAXES - (NONCOMPETITIVE CONTRACT)	(JAN 1991)
52.229-5	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	(APR 1984)
52.230-2	COST ACCOUNTING STANDARDS	(APR 1998)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(NOV 1999)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	(DEC 1991)
52.232-1	PAYMENTS	(APR 1984)
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	(FEB 2002)
52.232-11	EXTRAS	(APR 1984)
52.232-16	PROGRESS PAYMENTS	(DEC 2002)
52.232-17	INTEREST	(JUN 1996)
52.232-23	ASSIGNMENT OF CLAIMS - ALT I (APR 1984)	(JAN 1986)
52.232-25	PROMPT PAYMENT	(FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
252.232-7004	DOD PROGRESS PAYMENT RATES	(OCT 2001)
52.233-1	DISPUTES	(JUL 2002)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	(DEC 1991)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	(MAR 1998)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(MAY 2002)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	(MAR 2000)
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	(APR 1984)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY	(MAY 1994)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	(MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	(MAR 2000)
52.248-1	VALUE ENGINEERING	(FEB 2000)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	(SEP 1996)
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	(APR 1984)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

### **I32-9000 SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/contract award form (SF26 - Block 10; SF33 - Block 23; SF1447 - Block 14), unless orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD1155 - Block 13 or SF26 - Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.



(e) The contractor shall prepare:

- \_\_\_ a separate invoice for each activity designated to receive the supplies or services.
- \_\_\_ a consolidated invoice covering all shipments delivered under an individual order.
- X   either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**I52-2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

**SECTION J LIST OF ATTACHMENTS**

**J10 LIST OF ATTACHMENTS**

ATTACHMENT

1	Statement of Work	1
2	Government Furnished Property Report	2

## SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(APR 1991)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	(APR 2003)
252.225-7032	WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS	(APR 2003)

### K03-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in the offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_

*[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of this disclosure.

### K04-3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government;

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

**K04-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5)  
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K09-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐, are not ☐, presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐, presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K09-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (DFARS 252.209-7001) (MAR 1998)**

(a) Definitions. As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

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**K19-1A SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) – ALT I (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is (insert NAICS code).

(2) The small business size standard is set forth in block 8 of the SF 1447, Page 1 of this solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

*“Service-disabled veteran-owned small business concern”* -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern,"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

*"Veteran-owned small business concern"* means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned small business concern,"* means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K22-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that-

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K22-25 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K22-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

**K47-022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (DFARS 252.247-7022) (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

The following solicitation provisions are hereby incorporated by reference:

<u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)	(JUN 1999)
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE check one: _____ DX or <u>X</u> _____ DO rated order	(SEP 1990)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	(APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U. S. CURRENCY	(APR 1991)
52.215-5	FACSIMILE PROPOSALS	(OCT 1997)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)



**L2 OTHER INSTRUCTIONS TO OFFERORS (NOV 1999)**

(a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.215-1 provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.

(b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.

(c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

**L3 PRE-AWARD POINT OF CONTACT**

The Contract Negotiator assists the Contracting Officer, and is responsible for negotiation of the contract during the pre-award phase. The Contract Negotiator is the preferred point of contact for questions and problem reporting, and should be contacted first for all pre-award matters. The contract negotiator is identified in Block 7 of the SF 1447.

**L5 REQUIREMENTS FOR OFFEROR COMPLETION (APR 2002)**

Certain sections of this solicitation require the offeror to provide information. The list that follows indicates the clauses, provisions and attachments that require offeror completion and that may be included in this solicitation. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1447 (Solicitation/Contract). Blocks 11, 13, 15, 21, 22, 27 and the back of the form.

Section B - Supplies/Services and Prices. Clauses B10 through B20

Section F - Deliveries or Performance. Clauses F10 through F17, F40, F11-8, F11-9, F47-33, and F47-60

Section G - Contract Administration Data. Clauses G12, G14, and G15

Section H - Special Contract Requirements. Clause H51

Section I - Contract Clauses. Clauses I08-000, I09-1, I16-2, I16-3, I16-001, I22-48, I23-3, I23-9A, and I23-001

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section L - Instructions, Conditions, and Notices to Offerors. Clauses L10, L43, and L14-21A

Section M - Evaluation Factors for Award. Clauses M20, M21, M47-51, M47-51A, M47-51B, and M47-51C

Section J - Attachments. Numbers 2, 8, 10, and 12

**L9 AVAILABILITY OF REQUIRED FORMS AND PUBLICATIONS**

(a) Offerors will need a variety of required Government forms and publications in submitting offers and performing the contract. These are available as specified below; payment may be necessary.

(1) Forms listed in FAR Section 53 (Standard Forms and Optional Forms) are available per FAR 53.107(b) from the Superintendent of Documents, GPO, Washington, DC 20402. This is the best source of all Federal, non-DoD publications and documents.

(2) Forms listed in DFARS Section 53 (DD Forms) are available from the same activity as specifications (See Section L, FAR 52.211-2). This is the best source of DoD publications and documents.

(3) Forms may also be available through the offeror's cognizant Administrative Contracting Officer.

(4) In addition to Government sources, items may be available from public libraries and commercial sources.

(b) All NUWC Division, Newport specific forms are attached; see Section J.

**L10 REQUEST FOR PROGRESS PAYMENTS**

Bidder/Offerors shall indicate their need for Progress Payments by checking the block below:

☐

It is requested that any contract resulting from this solicitation contain provision for progress payments.

**L16-1 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

**SECTION M EVALUATION FACTORS FOR AWARD****M10 SINGLE AWARD**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government intends to make a single award. The Government reserves the right to make a single award to the offeror whose offer is considered to be in the best interest of the Government, price and other factors considered.

# Statement of Work for HLF-1A to HLF-1E Conversion

## 1.0 BACKGROUND

The Acoustic Augmentation Support Program (AASP) is the Navy's foremost augmentation services program, and is dedicated to providing quality, full spectrum acoustic augmentation across all Navy platforms for Fleet use and research and development efforts. The HLF-1E Hydro-acoustic transducer is an integral part of the AASP program, and is currently a key factor in the augmentation of the SSN-688, TRIDENT, and Virginia Classes of U.S. Nuclear submarines. The HLF-1A transducer was used aboard the now decommissioned SSN 594 and SSN 637 Class submarines. It is in the Navy's best interest to convert the remaining HLF-1A transducers to the HLF-1E configuration.

## 2.0 SCOPE

This Statement of Work covers technical services required for the original equipment manufacturer (OEM) to convert 1 HLF-1A transducer to the HLF-1E configuration.

## 3.0 REQUIREMENTS

3.1 Task A. The contractor shall inspect and conduct an "in air" test of the HLF-1A transducer to verify "as received" condition.

3.2 Task B. The contractor shall disassemble the HLF-1A transducer, and evaluate the HLF-1A internal components for suitability/applicability. If determined to be acceptable, the contractor shall take whatever steps necessary to refurbish the selected components and make them ready for service in the HLF-1E transducer. The contractor shall then determine what additional parts/components are required to complete the conversion and take the necessary procurement action.

3.3 Task C. Upon receipt of all required components, the contractor shall take the necessary steps to prepare the components for assembly, and assemble the HLF-1E transducer in accordance with accepted technical documentation. Upon completion of assembly, the contractor shall perform airborne and waterborne operability confidence tests at the contractor's facility. Upon completion of these tests, the contractor shall deliver the HLF-1E transducer to the NUWC Detachment Lake Seneca, Dresden, NY for acceptance testing by the Government.

## 4.0 PLACE OF PERFORMANCE

Services shall take place at the contractor's facilities at Rochester, NY, and at NUWCDET Lake Seneca, Geneva, NY. Local travel to/from the contractor's facility as well as hotel lodging in the Geneva, NY area during the performance of the testing is authorized for this task.

## 5.0 SECURITY

The security classification level required for performance of this order is up to and including SECRET.

## GOVERNMENT PROPERTY MADE AVAILABLE

(a) The following are located at a NUWCDIVNPT facility or other Government Site as may be noted herein. Unless specified otherwise, access is on a non-interference and rent-free basis as scheduled with the COR.

(1) LABORATORY FACILITIES

(2) LABORATORY EQUIPMENT

(3) OFFICE FACILITIES

(4) OFFICE EQUIPMENT

(5) COMPUTER FACILITIES

(6) COMPUTER EQUIPMENT

(7) SOFTWARE

(8) OTHER

(b) The following GFE will be provided for contractor possession (use, not title):

<u>GFP</u> <u>Item No.</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Acq. Cost (ea.)</u>	<u>Time</u>
1		HLF-1A Transducer	1	\$500,000.00	

(c) The following GFM will be provided for incorporation into end products:

<u>GFP</u> <u>Item No.</u>	<u>Type</u>	<u>Description</u>	<u>Quantity</u>	<u>Acq. Cost (ea.)</u>	<u>Time</u>
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# GOVERNMENT PROPERTY MADE AVAILABLE

Description	Status	Book Value
GFP listed below are hereby provided from previous contract #N66604-94-D-0024		
Piston Assembly, HLF-1A	spare "A" piston set	\$5,000.00
HLF-1 Power Supply	good	\$26,000.00
Allan-Datagraphic Mod715E Plotomatic Recorder	obsolete	\$1,183.00
Hewlett Packard Mod 3582A Spectrum Analyzer,	S/N 1809A02964	\$10,495.00
Thermodyne Pack Rack, S/N 102725	good	\$887.00
MOOG Servo Valve, Mod 35X133, S/N 02	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 05	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 06	broken	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 07	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 08	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 13	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 16	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 17	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 19	broken	\$3,000.00
MOOG Servo Valve, Mod 35X133A, S/N 20	broken	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 22	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 23	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 24	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 25	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133A, S/N 26	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 28	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133A, S/N 30	broken	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 31	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133, S/N 33	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133A, S/N 34	broken	\$3,000.00
MOOG Servo Valve, Mod 35X133A, S/N 36	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133A, S/N 38	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133A, S/N 39	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35X133A, S/N 40	obsolete	\$3,000.00
MOOG Servo Valve, Mod 35E157, S/N 001	prototype quiet valve	\$3,000.00
MOOG Servo Valve, Mod 35E158, S/N 005	rebuilt - good	\$7,000.00
PROTOTYPE POWER SUPPLY	not operational	\$60,000.00
HCG-2 computer	good	\$23,000.00
HCG-2 computer	good	\$23,000.00
HLF-1A sound source/contacter S/N 10	test	\$150,000.00
HCG-2 computer sn08	good	<u>\$23,000.00</u>

Subtotal: \$404,565.00

GFP listed below are hereby provided from  
previous contract #N66604-97-C-0049

Rexroth Pump A10VSO... S/N 0893268	Original Pump	\$911.00
Compensator Adapter D066202	Original Compendator	\$500.00
Rexroth Pump A10VSO... S/N 43748	Original Pump	\$911.00
Sleeve C066186	Repair parts	\$891.00
Piston B066182	Repair parts	\$440.00
Filter Box HLF-1	Test Equipment	\$127.00
Molded Plug Assy 75FT	Test Equipment	<u>\$535.00</u>
Subtotal:		\$4,315.00

TOTAL GFP \$408,880.00